

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme International Enterprises, Inc.		07/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4133359	GHOST BAMBOO	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045818052		
Email:	rcampbell@jonesday.com		
Correspondent Name:	Richard U. Campbell		
Address Line 1:	1420 Peachtree St. NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	223194-620001		
NAME OF SUBMITTER:	Richard U. Campbell		
Signature:	/Richard U. Campbell/		

CH \$40.00 4133359

Date:

07/23/2012

Total Attachments: 5

source=ACME_TSA_072012#page1.tif

source=ACME_TSA_072012#page2.tif

source=ACME_TSA_072012#page3.tif

source=ACME_TSA_072012#page4.tif

source=ACME_TSA_072012#page5.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Patriarch Partners Agency Services, LLC as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit and Security Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor, or its predecessor, entered into a Loan and Security Agreement dated as of October 14, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement"), with the lenders party thereto and Administrative Agent, or its predecessor;

WHEREAS, the Grantors have acquired additional trademarks and are required under the terms of the Credit and Security Agreement to execute and deliver this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Administrative Agent and the Lenders, and grants to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademarks and all licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

or

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

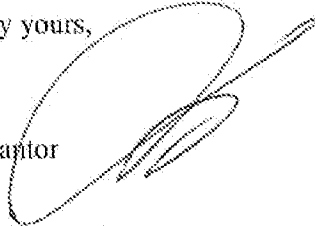
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

as Grantor

A handwritten signature in black ink, appearing to read "Joseph L. Siemkiewicz". The signature is written in a cursive style with a large, looping initial "J".

By: Acme International Enterprises, Inc.

Name: *JOSEPH L. SIEMKIEWICZ*

Title: *CHIEF FINANCIAL OFFICER*

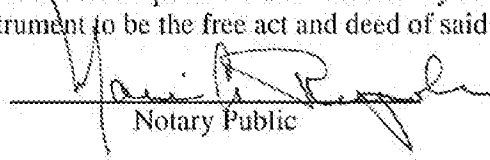
ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)

ss.

COUNTY OF _____)

On this 20th day of July, 2012 before me personally appeared Joseph E. Sieniewicz proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BOARD INT. SAT. INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

MARIE A. RISPOLI
NOTARY PUBLIC OF NEW JERSEY
NO. 2325584
Commission Expires Feb. 23, 2015

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Jurisdiction	Ser. No.	Filing Date	Reg. No.	Reg. Date
GHOST BAMBOO	US	85/332,348	5/27/2011	4,133,359	4/24/2012